

DEED RECORD No. 32

SKAMANIA COUNTY, WASHINGTON

YAKIMA BINDERY & PTC. CO. 18873

Beginning at a point on the southerly line of the Evergreen Highway which point is south 1257 feet and west 38.93 feet from the common corner of Section 15, 16 21 and 22, in Township 2 North, Range 7 East of the Willamette Meridian and running thence South 9° 00' west 160 feet; thence north 81° 00' west 851.9 feet; thence north 79° 51' west 226.9 feet to the true point of beginning of the tract herein described; and running thence north 79° 51' west 97 feet; thence south 10° 09' west 10 feet; more or less, to the northerly line of the Spokane, Portland & Seattle Railway right-of-way; thence south 71° 40' east 98 feet; and thence north 10° 09' east 23.8 feet, more or less, to the place of beginning, being designated as a portion of Lot 10 in Block 5, of the unrecorded plat of the Town of North Bonneville, Skamania County, Washington. Pursuant to contract in favor of Grantees and to their acts and omissions.

for a consideration of Forty and no/100 (\$40.00) Dollars per month from the 15th day of March, 1949, and a like payment on the 15th day of each and every month thereafter, the Lessees paying and yielding during the duration of this lease the full sum of Twenty-seven Fifty and no/100 (\$2750.00) lawful money of the United States (in addition to taxes, insurance, liens and/or assessments levied against said property during the term of this lease. That the lessees are hereby given and granted first and exclusive right and option to purchase said property for the full sum of \$2750.00 at such time a sufficient loan can be obtained on said property.

That in event the Lessees desire to exercise said option, they shall notify the Lessors, in which event the Lessors agree that all sums of money paid under this lease as rental shall be applied in the following manner, to-wit: Monthly payments shall be credited first to interest and secondly shall be applied against the balance of the principal remaining at the time of payment.

The Lessors agree to give the Lessees a warranty deed free and clear of all encumbrances except the balance due the Lessors upon the exercise of the above outlined option and any unpaid taxes, liens, assessments or other liabilities incurred by the Lessees after the 15th day of March, 1949. The Lessees agree not to sub-rent or sub-lease to any person or persons without the consent of the Lessors.

That said Lessees will make no unlawful, improper or offensive use of the premises; that at the expiration of said term or upon any sooner termination of this lease, said Lessees will quit and deliver up the premises and all future improvements upon the same, to the said Lessors or those having their estate therein. That said Lessees will not suffer nor commit any strip or waste thereof nor permit any lien or liens of any nature or description to be placed upon said property, and any alterations or additions or new buildings constructed upon said property shall not be removed therefrom, but shall be and become a part of the property hereinleased and be the property of the Lessors, and also that it shall be lawful for said Lessors or those having their estate in the premises at reasonable times to enter into and upon the same to examine the condition thereof.

PROVIDED, always, and these presents are upon this condition, that if the said rent shall be in arrears for the space of 30 days, or if the said lessees, their representatives or assigns, shall neglect or fail to do or perform and observe any or either of the covenants hereinbefore contained, which on the said Lessees' part are to be performed, then and in either of the said cases, the said Lessors, or those having their estate in the said premises lawfully may, immediately or at any time thereafter, and while said neglect or default continues, and without further notice or demand, enter into and upon the said premises or any part thereof, in the name of the whole and repossess the same, or their former estate, and expel the said Lessees and those claiming under said Lessees, and remove their effects (forcibly if necessary) without being taken or deemed guilty in any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent, or preceding breach of covenant. Any waiver of any breach of covenants herein contained to be kept and performed by the Lessees shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the Lessors from declaring a forfeiture